

TRANSFER
TAX
PAID

00093

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS,

That I, KERSHAW E. POWELL of Waterville, County of Kennebec and State of Maine, in consideration of ONE (\$1.00) DOLLAR and other valuable considerations paid by JOHN E. NALE, RICHARD C. NALE, THOMAS J. NALE, and MARK J. NALE all of Waterville, County of Kennebec and State of Maine, and whose mailing address is P.O. Box 633, Waterville, Maine, 04901, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said JOHN E. NALE, RICHARD C. NALE, THOMAS J. NALE, and MARK J. NALE, as joint tenants and not as tenants in common, their heirs and assigns forever,

A CERTAIN lot or parcel of land situate in Waterville, County of Kennebec and State of Maine and being more particularly bounded and described as follows, to wit:

BEGINNING at an iron pipe set on the westerly side of Main Street, so called, said pipe marking the southeasterly corner of land now or formerly of Marshall J. Gerrie and Mary M. Gerrie; thence S 79° 43' W along the southerly line of said Gerrie a distance of 408.1 feet to an iron pipe; thence S 79° 43' W a distance of 81.3 feet to a steel pin set; thence continuing in a northwesterly direction along the northerly bound of a 50 foot right of way as shown on a plan of Country Way, a development for John E. Nale, dated June 1986 to an iron pin; thence continuing along said northerly bound of said right of way N 62° 20' W a distance of 38.5 feet to a steel pin set; thence continuing along the northerly outside line of said right of way in a northwesterly and southwesterly direction to a steel pin set; thence N 81° 46' W a distance of 216.2 feet to a stone monument; thence S 28° 43' W a distance of 353.7 feet to a steel pin set; thence S 28° 43' W a distance of 360.5 feet to a steel pin set; thence S 28° 43' W a distance of 469.5 feet to a steel pin set; thence S 73° 46' E a distance of 300 feet to a steel pin set; thence S 73° 46' E a distance of 140.1 feet to a steel pin; thence S 84° 29' E a distance of 434.2 feet to a steel pin; thence S 84° 29' E a distance of 200 feet to two iron rods in a boulder; thence N 3° 49' E a distance of 372.0 feet to an iron pin; thence N 4° 6' E a distance of 99.6 feet to an iron pipe; thence N 2° 56' E a distance of 232.5 feet to a steel pin; thence N 2° 56' E a distance of 122.8 feet to an iron rod; thence N 3° 17' E a distance of 317.2 feet to an iron rod; thence N 1° 35' W a distance of 63.75 feet along the westerly bound of property now or formerly of John and Paulette Forssen to a steel pin set; thence in a general easterly direction along the northerly bound of the land now or formerly of John and Paulette Forssen to a steel pin; thence N 79° 43' E a distance of 81.3 feet to an iron pipe; thence N 79° 43' E a distance of 408.1 feet to an iron pipe, said pipe being in the westerly bound of Main Street, so called; thence northerly and along the westerly bound of Main Street a distance of 50 feet to the point of beginning.

MEANING AND INTENDING to convey the premises conveyed to the within Grantor by Warranty Deed of Robert A. Marden, Trustee to Kershaw E. Powell dated September 11, 1970 and recorded in the Kennebec County Registry of Deeds in Book 1587, Page 720; and also meaning and intending to convey a portion of the premises conveyed to Kershaw E. Powell and Judith Powell by Mildred L. Vigue dated September 19, 1962 and recorded in Kennebec County Registry of Deeds in Book 1274, Page 114.

THE FOREGOING PARCEL is conveyed subject to the covenant and restriction that it shall not be subdivided into more than seven (7) lots with no more than one (1) dwelling for single family occupancy upon each lot and use to be solely residential. The foregoing covenants and restrictions shall operate as covenants running with the land for the benefit of Grantor who owns adjoining land, his heirs, successors and assigns and for the benefit of any person or persons who become owners of lots within the parcel conveyed, their heirs, successors and assigns, and the breach of any such covenants or restrictions or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the Grantor or any of such owners, their heirs, successors and assigns.

EXCEPTING AND RESERVING, however, unto the Grantor, his heirs, successors and assigns, the right of ingress and egress for roadway purposes and water, sewer, electricity and all utility purposes, along the strip 50 feet in width running westerly from Main Street and shown as the 50 foot right of way to development in the aforesaid Plan of Country Way, together with the right to dedicate such strip for public use, for the convenience and benefit of the Grantor's other land to the west and north of the granted premises, such use to be in common with the Grantee, his heirs, successors and assigns. It is expressly agreed and understood between the parties hereto that the roadway of travel shall be constructed by Grantees at their own expense and that Grantees, at their discretion, shall convey to the City said roadway as a public way and Grantor hereby consents to said conveyance.

THE PREMISES are conveyed with the further restriction that the small irregularly shaped parcel situated between the 50 foot right of way and Lot 1 as shown on said Plan of Country Way shall remain unimproved as so-called, "green space". Said parcel shall not be common, however, and this restriction shall not preclude the conveyance of said parcel to an abutting owner.

THE PREMISES are further conveyed subject to an easement to Central Maine Power Company as recorded in the Kennebec County Registry of Deeds in Book 1289, Page 30 and to the right of others to use the 50 foot right of way as contained in the easement granted by deed from Kershaw E. Powell to Judith W. Powell dated June 22 1972, recorded in the Kennebec County Registry of Deeds in Book 1586, Page 783.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said JOHN E. NALE, RICHARD C. NALE, THOMAS J. NALE, and MARK J. NALE, as joint tenants and not as tenants in common, their heirs and assigns, to their own use and behoof forever.

AND I do covenant with the said Grantees, as aforesaid, that I am lawfully seized in fee of the premises, that they are free of all encumbrances;

EXCEPT AS AFORESAID

that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that I and my heirs shall and will Warrant and Defend the same to the said Grantees, their heirs and assigns against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said KERSHAW E. POWELL have hereunto set my hand and seal this 30th day of December, 1986.

Signed, Sealed and Delivered
in the presence of:

William P. Dubord
William P. Dubord

Kershaw E. Powell
KERSHAW E. POWELL

State of Maine
County of Kennebec

December 30, 1986

Then personally appeared the above named KERSHAW E. POWELL and acknowledged the foregoing instrument to be his free act and deed.

Before me,

William P. Dubord
Notary Public
Print Name William P. Dubord
William P. Dubord

RECEIVED KENNEBEC SS.

1987 JAN -2 AM 9:00

RECORDED FROM ORIGINAL